

DEC 19 2022

J. L. E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - FT. LAUD.

IN THE UNITED STATES DISTRICT OF FORT LAUDERDALE, FLORIDA

Angela Nails,
Plaintiff,

Vs.

Case Number

American Express LLC,
Defendant,

3.

NEGLECT OF CREDIT CARD AGREEMENT REGULATORY RULES ARBITRATION

The Plaintiff Angela Nails complaint is constitutional. The subject jurisdiction matter is the case label using the Fair credit act and rules. The parties are diversity in the case, parties live in other state, The Plaintiff lives in Georiga, and the American Express business is in Florida. The Plaintiff Angela Nails has been a consumer with the defendant American Express LLC, for at least 12 months. The defendant during a time the consumer need the \$4,000.00 spending limit the defendant decreased the Plaintiff spending limit.

The Plaintiff had already begun to remodel the Plaintiff two car garage and there were other projects, the Plaintiff had not completed. The Plaintiff needed to use the American express credit card to complete the remodel. And for this reason, For no reason the Plaintiff files a claim against the defendant. The defendant did not mail a timely decrease letter to the Plaintiff. The results from the credit line decrease is that the Plaintiff projects that were started went unpaid and it is because the defendant untimely decrease the Plaintiff credit line to a decrease of \$1,000.00 from \$4,000.00.

The Plaintiff contacted the defendant over and over again after charges were being declined on the day of the credit decrease.

The Plaintiff ask the defendant why all at once would the defendant decrease the Plaintiff credit line. The defendant stated American Express sends out notice of decrease after the decrease and

not before. The defendant American Express had not reason for looking into the history of the Plaintiff credit report. The Plaintiff pays timely. The Plaintiff has two American Express credit cards. The Plaintiff does not think there is a reason for the defendant American Express to have lower the Plaintiff credit limit or to check the credit report without asking the Plaintiff the Plaintiff has just started to use the American Express green credit card.

The Plaintiff requested by mail to start an arbitration sent three action letters and did not receive an answer from American Express times to discuss arbitration under the business credit card agreement regulatory and rules, consumers are allowed to ask to arbitrate with the business when there are issues not handle in the rules of having an American Express credit care. The Plaintiff called over 10 different times to get a date and time to sit down an to arbitrate with the defendant, and what the Plaintiff found out, is that the defendant dose not understand the process of how to start an arbitration, using the credit card agreement between the business and the consumer who is the Plaintiff and the business American Express who is defendant.

Any other business would have sent a letter to agree or to disagree to arbitrate under the credit card regulatory rules to arbitrate. The credit card arbitration applies when the business American Express files a consumer dispute over a charge, when the charge is place on the consumer bill to pay as part of the consumer balance, bill disputes also when there is an disagreement with a charge on the consumer credit card bill statement and when the consumer access to the credit card limit is interrupted and without good notice of the credit card decrease.

DAMAGES

The Plaintiff claim is for damages based on the defendant failing to care for the Plaintiff issues with the credit line decrease without early warning to give the Plaintiff notice. The defendant cancelled the credit limit within one day and the defendant stated a letter was mailed to the

Plaintiff with explanation after the \$3,000.00 credit limit degrees. of the credit line decrease.

The Plaintiff never received any communication from the defendant other. The reason the Plaintiff files a claim for damages is because the duties and rights under the Fair Credit laws the responsibilities of the business the defendant to care for the customer interest which the defendant fail to express concerns. The Plaintiff asked the defendant for what reason did the credit line decrease without me not having made my first payment to the Plaintiff green card. In the notice of decrease of the Plaintiff American express green card limit the defendant did nothing to early warn the Plaintiff about a lower speeding limit and vender were not paid based on the amount of work that was to be completed on the remodel projects.

The defendant never helped by giving a reason that would have caused the defendant to investigate lowering the credit limit when the Plaintiff used the credit card for the fist rime. In the credit card agreement, the defendant must allow a dispute of charges and a dispute of any action taken against the consumer. The Plaintiff sent many letters requesting arbitration under the card agreement and the state laws. American Express never wrote the Plaintiff with a decision to arbitrate on not to arbitrate, American Express just keeps putting arbitration off. The amount of the Plaintiff Angela Nails damages, Plaintiff is seeking over \$75,000.00.

DEFENDENT
Serve the defendant at 777 American
Express Way Fort Lauderdale 33324

A handwritten signature in black ink that reads "Angela Nails". The signature is written in a cursive style with a large, stylized 'A' and 'N'.

ANGELA NAILS
10708 EGMONT ROAD
SAVANNAH, GEORIGIA 31406

SERVICE NOTICE

The Plaintiff Angela Nails used United States mail December 6 2022 to mail the new complaint

to the United States District Court address . 299 E. Broward Blv

STE 108 Fort Lauderdale, Florida 33301.



ANGELA NAILS
10708 EGMONT ROAD
SAVANNAH, GEORIGIA 31406

Bank of America
American Express

Cost Clerk's Office

299 E. Broward Blvd STE 108,
Fort Lauderdale, Florida 33301

